(For use in connection with Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification territories, March 15, 1922, as amended August 1,

2 **THIS SHIPPING ORDER** must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon, and retained by the Agent.

Shipper's No._____

Agent's No._____

THE UINTAH RAILWAY COMPANY

RECEIVE, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order.

At_____ 193____

From_____

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Consigned to_____

Destination_____ State of_____ County of_____

Route_____

Delivering Carrier_____ Car Initial_____ Car No._____

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (Subject to Correction)	Class or Rate	Check Column

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

_____
(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

_____

Received $_____ to apply in prepayment of the charges on the property described hereon.

_____
Agent or Cashier.

Per_____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$_____

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding_____ per_____

_____ Shipper.

Per_____

Permanent postoffice address of shipper_____

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading.

J. J. COLLINS' SONS INC., PRINTERS, CHICAGO

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper owner, or party entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, within nine months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed, and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: **Provided,** That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage and baling at owner's cost Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: **Provided,** That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: **Provided,** That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: **Provided,** That if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of due diligence requires, before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.

(f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into and after unloaded from vessels.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon.

Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation

Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property, but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the freight and all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges. **Provided, that,** where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him, if the consignee (a) is an agent only and has no beneficial title in said property, and (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and, in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and, in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the freight charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section

(b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or other accidents of navigation, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General Average shall be payable according to the York-Antwerp Rules of 1924, Sections 1 to 15, inclusive, and Sections 17 to 22, inclusive, and as to matters not covered thereby according to the laws and usages of the Port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors, or lakes, when performed by or on behalf of rail carriers

Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor

...n of Lading

...S SHIPPING ORDER must be le...bly filled in, ... or in Carbon, and retained by the Agent.

...Shipper's No. ...
Agent's No. 74

The Uintah Railway Company

...EIVE, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order,

Rainbow, Utah July 7th 1927 192

Gilson Asphaltum Company

...v described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, ... destined as indicated below, which said company (the word company being understood throughout this contract as mean- ... corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said ...n road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is ...h carrier of all or any of said property over all or any portion of said route to destination, and as to each ... in all or any of said property, that every service to be performed hereunder shall be subject to all the con- ... whether printed or written, herein contained, including the conditions on back hereof, which are hereby ... accepted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

...Asphaltum Company

State of Colorado County of

...ing Carrier, Uintah Car Initial U Car No. 167 & 171

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If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. (See Section 7 of conditions.)

.....
(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

.....

Received $..... to apply in prepayment of the charges on the property described hereon.

.....
(Agent or Cashier)

Per.....
(The signature here acknowledges only the amount prepaid.)

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Shipper. Agent.

THE BARBER ASPHALT COMPANY, Shipper

Per Per

Per Per

Permanent postoffice address ... ...ACK, COLORAD

J. J. COLLINS' SONS MANUFACTURERS, CHICAGO

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party, entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibit[illegible] by law, where a lower value than actual value has been represented in writing by [illegible] shipper or has been agreed upon in writing as the released value of the property as determine[illegible] [illegible] the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers issuing this bill of lading within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export), or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed; provided that if such loss, damage, or injury was due to delay or damage while being loaded or unloaded, or damaged in transit by carelessness or negligence, then no notice of claim nor filing of claim shall be required as a condition precedent to recovery. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed: Provided, That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic (whether or not filing of such claim is required as a condition precedent to recovery), suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: Provided, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to [illegible] refused by consignee or party entitled to receive it, or said consignee or part[illegible] receive it shall fail to receive it promptly, the carrier may, in its discretio[illegible] deterioration or further deterioration, sell the same to the best advantage at pr[illegible] sale; Provided, That if time serves for notification to the consignor or owner of the property or the failure to receive it and request for disposition of the notification shall be given, in such manner as the exercise of due diligence [illegible] the property is sold.

(d) Where the procedure provided for in the two paragraphs last pr[illegible] it is agreed that nothing contained in said paragraphs shall be con[illegible] of the carrier at its option to sell the property under s[illegible] as may be authorized by law.

(e) The proceeds of any sale made under this secti[illegible] payment of freight, demurrage, storage, and any [illegible] notice, advertisement, sale, and other necessary [illegible] the property, if proper care of the same requires spe[illegible] it shall be paid to the owner of the property sold [illegible]

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Sec. 5 No carrier hereunder will ca[illegible] or for any articles of extraordinary valu[illegible] or tariffs unless a special agreement [illegible] indorsed hereon.

Sec. 6. Every party, whether princi[illegible] without previous full written disclosure [illegible] indemnify the carrier against all loss or [illegible] be warehoused at owner's risk and expen[illegible]

Sec. 7. The owner or consignee shall, [illegible] lawful charges accruing on said property [illegible] be authorized to [illegible] no carrier by [illegible] of [illegible] property [illegible] by this bi[illegible] b[illegible] paid. The [illegible] or shall be [illegible] th[illegible] if the consig[illegible] stipulates, [illegible] face of this bill of lading that the c[illegible] such charges and the [illegible] contrary fo[illegible] such payment the cons[illegible] ll not be [illegible] the right [illegible] ire at ti[illegible] charges. If [illegible] is ascerta[illegible] this bill of [illegible] ht charges [illegible]

Sec. 8. If [illegible] ading is issu[illegible] or in substitut[illegible] bill of la[illegible] as to the stat[illegible] otherwise, [illegible] in or [illegible] or bill of [illegible] lading [illegible] written or [illegible]

Sec. 9 [illegible] of said prope[illegible] route such w[illegible] performed subject [illegible] all the exemptions from [illegible] contained in, the Ac[illegible] approved on February 13 [illegible] and entitled "An act [illegible] the [illegible] etc. and of other statutes of the United States accordin[illegible] water, th[illegible] lim[illegible] liability, and to the conditions contained in th[illegible] lading not [illegible] therewith or with this section.

(b) No such carrier [illegible] ater [illegible] be liable for any loss or damage resulting from fire happening to or on [illegible] or from explosion, bursting of boilers or break[illegible] of shafts, unless [illegible] neglect of such carrier.

[illegible] If the o[illegible] have [illegible] due diligence in making the vessel in all respec[illegible] s[illegible] and properly [illegible] ned, equipped, and supplied, no such carrier shall be liable for any lo[illegible] or damage resulti[illegible] the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, [illegible] tenances whether existing prior to, at the time of, or after sailing, or from collision, str[illegible] or other accidents of navigation, or from prolongation of the voyage. And, when for any re[illegible] it is necessary, any vessel carrying any or all of the property herei[illegible] described shall be at [illegible] erty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General average shall be payable according to York-Antwerp Rules, 1890, and, as to any matter not therein provided for, according to the law and usage of the port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agr[illegible] that in case of danger, damage or disaster resulting from faults or errors in navigation, [illegible] the management of the vessel, or from any latent or other defects in the vessel, her [illegible] ry or appurtenances, or from unseaworthi[illegible] whether existing at the time of shi[illegible] at the beginning of the voyage (provided [illegible] latent or other defects or the unseawor[illegible] s not discoverable by the exercise of du[illegible] e), the shippers, consignees and/or o[illegible] of the cargo shall nevertheless pay salva[illegible] special charges incurred in respect of [illegible] argo, and shall contribute with the [illegible] age to the payment of any s[illegible] ices, losses or expenses of a general [illegible] be made or incurred for the common benefit or to relieve the adventure [illegible]

[illegible] is being carried under a tariff which provides that any carrier or carriers [illegible] be liable for loss from perils [illegible], then as to such carrier or carriers [illegible] his section shall [illegible] modified in [illegible] nce with the tariff provisions, which [illegible] be regarded as incorporate[illegible] condi[illegible] this bill of lading.

(f) The term "water [illegible] section shall not be construed as including lighterage in or across rivers, harb[illegible] n performed by or on behalf of rail carriers.

Sec. 10. [illegible] ny alteratio[illegible] rasure in this bill of lading which shall be made without the special notation [illegible] ent of the carrier issuing this bill of lading, shall be without effect and this bill of [illegible] be enforceable according to its original tenor.

ight Bill of Lading adopted by arriers in Oh

2 **This SHIPPING ORDER** must be legibly filled in, in ... or in Carbon, and retained by the Ag...

55a

Agent's No. 76

The Uintah Railway Company

EIVE, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order,

192

Thimble Rock, Utah July 5th, 1927

Gilson Asphaltum Co.

erty described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, and destined as indicated below, which said company (the word company being understood throughout this contract as mean- person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is , as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each n all or any of said property, that every service to be performed hereunder shall be subject to all the con- ther printed or written, herein contained, including the conditions on back hereof, which are hereby ed for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

Asphaltum Co. Mack, Colo.

State of Colo. County of

Car Initial Car No.

ng Carrier)

...CLES, SPECIAL MARKS, ...CEPTIONS	★ WEIGHT (Subject to Correction)	Class or Rate	Check Column
...tum Co			
150			

If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. (See Section 7 of conditions.)

.....
(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

.....

Received $..... to apply in prepayment of the charges on the property described hereon.

.....
(Agent or Cashier)

Per.....
(The signature here acknowledges only the amount prepaid.)

Charges advanced:

$.....

★ If the shipment moves between two ports by a carrier by wa... law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Note—Where the rate is dependent ... value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Shipper. Agent.

Per Per

Permanent post-office address of shipper

J. J. COLLINS' SONS MANUFACTURERS, CHICAGO

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party, entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers issuing this bill of lading within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export), or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed; provided that if such loss, damage, or injury was due to delay or damage while being loaded or unloaded, or damaged in transit by carelessness or negligence, then no notice of claim nor filing of claim shall be required as a condition precedent to recovery. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed: Provided, That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic (whether or not filing of such claim is required as a condition precedent to recovery), suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: Provided, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to [illegible] refused by consignee or party entitled to receive it, or said consignee or p[illegible] receive it shall fail to receive it promptly, the carrier may, in its discret[illegible] deterioration or further deterioration, sell the same to the best advantage at [illegible] sale; Provided, That if time serves for notification to the consignor or owner [illegible] the property or the failure to receive it and request for disposition or the [illegible] notification shall be given, in such manner as the exercise of due diligence [illegible] the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding [illegible] it is agreed that nothing contained in said paragraphs shall be construed to [illegible] of the carrier at its option to sell the property under such circumstances and in [illegible] as may be authorized by law.

(e) The proceeds of any sale made under this section [illegible] be appli[illegible] payment of freight, demurrage, storage, and any [illegible] notice, advertisement, sale, and other nec[illegible] the property, if proper care of the same [illegible] it shall be paid to the owner of the prop[illegible]

(f) Property destined to or taken fro[illegible] regularly appointed freight agent shall b[illegible] vessels or until loaded into cars or v[illegible] received from or delivered to such stat[illegible] the cars are attached to and after they [illegible] into and after unloaded from vessels [illegible]

Sec. 5 No carrier hereunder will [illegible] or for any articles of extraordinary va[illegible] or tariffs unless a special agreement [illegible] indorsed hereon.

Sec. 6. Every party, whether prin[illegible] without previous full written disclosure [illegible] indemnify the carrier against all loss [illegible] be warehoused at owner's risk and exp[illegible]

Sec. 7. The owner or consignee shall [illegible] lawful charges accruing on said property; [illegible] be authorized to do so, no carrier by rail[illegible] of the property covered by this bill [illegible] been paid. The consignor shall b[illegible] and if the consignor stipulates, b[illegible] face of this bill of lading that the ca[illegible] such charges and [illegible] has bee[illegible] contrary [illegible] such payment, t[illegible] shall not [illegible] the right of the [illegible] require a[illegible] charges. If upon inspection it is asserta[illegible] this bill of lading [illegible] freight ch[illegible] entitled [illegible]

Sec. 8. If this [illegible] or lading [illegible] or in substitution for another bill [illegible] as [illegible] of [illegible] or of [illegible] [illegible] such pri[illegible] [illegible] were writ[illegible] [illegible] part of said [illegible] route, [illegible] per[illegible] all the exe[illegible] [illegible]tain[illegible] approved on [illegible] nd [illegible] etc., and [illegible] limited lia[illegible] [illegible] conditions [illegible] [illegible] therewith [illegible] this section.

(b) [illegible] by water shall be liable for any [illegible] damage resulting [illegible] fire happening on or on board the vessel, or from explosion, bursting of boilers or b[illegible] of shafts, unless caused by the design or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all res[illegible] seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for [illegible] loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defe[illegible] in hull, machinery, or appurtenances whether existing prior to, at the time of, or after shi[illegible] or from collision, stranding, or other accidents of navigation, or from prolongation of the voyag[illegible] And, when for any reason it is necessary, any vessel carrying any or all of the property her[illegible] described shall be at liberty to call at any port or ports, in or out of the customary route, [illegible] tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time [illegible] to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking [illegible] and repairs. Except in case of negligence such carrier shall not be responsible for any lo[illegible] damage to property if it be necessary or is usual to carry the same upon deck.

(d) General average shall be payable according to York-Antwerp Rules, 1890, and [illegible] any matter not therein provided for, according to the law and usage of the port of New [illegible] If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature, that may be made or incurred for the common benefit or to relieve the adventure from any common peril.

(e) If the pr[illegible] is being carried under a tariff which provides that any carrier or carriers party thereto sh[illegible] liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading.

(f) The term "water carriage" [illegible] this section shall not be construed as including lighterage in or across rivers, harbors [illegible] performed by or on behalf of rail carriers.

Sec. 10. Any alteration [illegible] erasure in this bill of lading which shall be made without the special notation [illegible] agent of the carrier issuing this bill of lading, shall be without effect, and this bill of [illegible] be enforceable according to its original tenor.

...aight Bill of Lading adopted by ...rs in Ol...

THIS SHIPPING ORDER must be legibly filled in, in h... or in Carbon, and retained by the Agent.

Shipper's No. 15418

Agent's No. 17

The Uintah Railway Company

...EIVE, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order,

Rainbow, Utah July 5th, 1927 192

...ed below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, ...d as indicated below, which said company (the word company being understood throughout this contract as mean-...ration in possession of the property under the contract) agrees to carry to its usual place of delivery at said ...n road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is ...ch carrier of all or any of said property over all or any portion of said route to destination, and as to each ...in all or any of said property, that every service to be performed hereunder shall be subject to all the con-...ether printed or written, herein contained, including the conditions on back hereof, which are hereby ...ted for himself and his assigns.

(Mail or street address of consignee—For purposes of notification only.)

...al tum Co. State of Mack, Colo. County of Colo.

...g Carrier) Car Initial Car No.

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If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. (See Section 7 of conditions.)

.....
(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

.....

Received $..... to apply in prepayment of the charges on the property described hereon.

.....
(Agent or Cashier)

Per.....
(The signature here acknowledges only the amount prepaid.)

Charges advanced:

$.....

★ If the shipment moves between two ports by a carrier by wa... requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

Note—Where the rate is dependent ... value, shippers are required to state specifically in writing the agreed or declared value of the p...

The agreed or declared value of the pr... ...ereby specifically stated by the shipper to be not exceeding

Shipper. Agent.

Per Gilson Asphaltum Co. J. I. Mc... Per

Permanent post-office address of shipper

J. J. COLLINS' SONS MANUFACTURERS, CHICAGO

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of warehouseman, only, for loss, damage, or delay caused by fire occurring after the expiration of the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or tender of delivery of the property to the party entitled to receive it, has been made. Except in case of negligence of the carrier or party in possession (and the burden to prove freedom from such negligence shall be on the carrier or party in possession), the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held in transit upon the request of the shipper, owner, or party, entitled to make such request, or resulting from a defect or vice in the property, or for country damage to cotton, or from riots or strikes.

(c) In case of quarantine the property may be discharged at risk and expense of owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers issuing this bill of lading within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export), or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed; provided that if such loss, damage, or injury was due to delay or damage while being loaded or unloaded, or damaged in transit by carelessness or negligence, then no notice of claim nor filing of claim shall be required as a condition precedent to recovery. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed: Provided, That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic (whether or not filing of such claim is required as a condition precedent to recovery), suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: Provided, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: Provided, That 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereund[illegible] refused by consignee or party entitled to receive it, or said consignee [illegible] receive it shall fail to receive it promptly, the carrier may, in its [illegible] deterioration or further deterioration, sell the same to the best advantage [illegible] sale; Provided, That if time serves for notification to the consignor or [illegible] the property or the failure to receive it and request for disposit[illegible] notification shall be given, in such manner as the exercise of [illegible] the property is sold.

(d) Where the procedure provided for in the two paragra[illegible] it is agreed that nothing contained in said paragraphs sha[illegible] of the carrier at its option to sell the property under su[illegible] as may be authorized by law.

(e) The proceeds of any sale made under this se[illegible] payment of freight, demurrage, storage, and any [illegible] notice, advertisement, sale, and other necessar[illegible] the property, if proper care of the same req[illegible] it shall be paid to the owner of the proper[illegible]

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Sec. 5 No carrier hereunder will ca[illegible] or for any articles of extraordinary va[illegible] or tariffs unless a special agreement [illegible] indorsed hereon.

Sec. 6. Every party, whether princ[illegible] without previous full written disclosure [illegible] indemnify the carrier against all loss o[illegible] be warehoused at owner's risk and exp[illegible]

Sec. 7. The owner or consignee shall [illegible] lawful charges accruing on said property; [illegible] be authorized to do so, no carrier by [illegible] of the property covered by this b[illegible] b[illegible] paid. The consignor shall b[illegible] that if the consignor stipulates, b[illegible] face of this bill of la[illegible]ing that the car[illegible] such charges and the [illegible] contrary [illegible] such payment, the co[illegible] shall not [illegible] the right of the [illegible]rier to require at t[illegible] charges. If upon [illegible]spection it is ascertai[illegible] this bill of lading [illegible] the freight charges [illegible]

Sec. 8. If thi[illegible] bill of lading is is[illegible] or to [illegible] [illegible]ther bill of [illegible] an or in [illegible] or otherwis[illegible] lading as [illegible] prior bill [illegible] lading [illegible] 9 [illegible] written [illegible]

Sec. [illegible] of said pro[illegible] route, such [illegible] performed sub[illegible] all the exe[illegible] February [illegible]ntained in, the [illegible] approved on [illegible] and entitled "An [illegible] [illegible]he etc.," and [illegible] United States acc[illegible] water t[illegible] limited lia[illegible] and to the conditions contained in [illegible] lading no[illegible] therewith [illegible] this section.

(b) No such carrier by water [illegible] be liable for any loss or damage resulting fr[illegible] fire happening to or [illegible] board [illegible], or from explosion, bursting of boilers or br[illegible] of shafts, unless caused [illegible] the [illegible] or neglect of such carrier.

(c) If the owner shall have exercised due diligence in making the vessel in all resp[illegible] seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for a[illegible] loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defec[illegible] in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailin[illegible] or from collision, stranding, or other accidents of navigation, or from prolongation of the voyag[illegible] And, when for any reason it is necessary, any vessel carrying any or all of the property here[illegible] described shall be at liberty to call at any port or ports, in or out of the customary route, [illegible] tow and be towed, to transfer, trans-ship, or lighter, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for doc[illegible]ing and repairs. Except in case of negligence such carrier shall not be responsible for any lo[illegible] or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General average shall be payable according to York-Antwerp Rules, 1890, and, as to any matter not therein provided for, according to the law and usage of the port of New York. If the owners shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nat[illegible], th[illegible] may be made or incurred for the common benefit or to relieve the adventure from any comm[illegible]

(e) I[illegible] the [illegible] is being carried under a tariff which provides that any carrier or carriers party t[illegible] liable for loss from perils of the sea, then as to such carrier or carriers the pr[illegible] [illegible]is section shall be modified in accordance with the tariff provisions, which shall [illegible] regarded as incorporated [illegible] conditions of this bill of lading.

(f) The term "water [illegible] section shall not be construed as including lighterage in or across rivers, harbors [illegible] performed by or on behalf of rail carriers.

Sec. 10. Any alteration, [illegible] erasure in this bill of lading which shall be made without the special notation here[illegible] agent of the carrier issuing this bill of lading, shall be without effect, and this bill of l[illegible] be enforceable according to its original tenor.

Straight Bill of Lading adopted by Carriers in Official, South

HIS SHIPPING ORDER must be legibly filled in, in Ink, in Indelib or in Carbon, and retained by the

The Uintah Railway Com

RECEIVE, subject to the classifications and tariffs in effect on the date of the issue of this

Uintah, Utah July 7th 1927

interest ted by law Company

ar arent good order, except as noted (contents and condition of contents of packages u te l below, which said company (the word company being understood throughout this co possession of the property under the contract) agrees to carry to its usual place of d its own water line, otherwise to deliver to another carrier on the route to said d r of all or any of said property over all or any portion of said route to destination, or any of said property, that every service to be performed hereunder shall be subjec printed or written, herein contained, including the conditions on back hereof, w himself and his assigns.

(Mail or street address of consignee—For purposes of no

Company

State of Colorado County

Uintan

Car Initial U 126 Car No.

cing Carrier)

ARTICLES, SPECIAL MARKS, EXCEPTIONS	★ WEIGHT (Subject to Correction)	Class or Rate	Check Column

CONTRACT TERMS AND CONDITIONS

…sion of any of the property herein described shall …eof or damage thereto, except as hereinafter provided.

…f all or any of the property herein described shall be …age thereto or delay caused by the act of God, the public … the act or default of the shipper or owner, or for natural shrink- … shall be that of warehouseman, only, for loss, damage, or delay … after the expiration of the free time allowed by tariffs lawfully on file … be computed as therein provided) after notice of the arrival of the property … at the port of export (if intended for export) has been duly sent or given, …ent of the property for delivery at destination, or tender of delivery of the …rty entitled to receive it, has been made. Except in case of negligence of the … possession (and the burden to prove freedom from such negligence shall be on … in possession), the carrier or party in possession shall not be liable for loss, … occurring while the property is stopped and held in transit upon the request …wner, or party, entitled to make such request, or resulting from a defect or …ty, or for country damage to cotton, or from riots or strikes.

… quarantine the property may be discharged at risk and expense of owners …epot or elsewhere, as required by quarantine regulations … or authorities, or for …patch at nearest available point in carrier's … judgment, and in any such case …nsibility shall cease when property is so discharged, or property may be …carrier at owner's … earning freight both ways. Quarantine whatever … or in respect to property shall be borne by …f the pr… thereon. The carrier shall not be liable for loss occasion… …sinfection or other acts required or done by quar-…tions … the same may have been done by carrier's officers, … or damage of any kind occasioned by quarantine … carrier shall be liable, except in case of negligence, for any …y information furnished by the carrier, its agents, or officers, as to …ns. The shipper shall hold the carriers harmless from any expense … they may be required to pay, by reason of the introduction of the … contract into any place against the quarantine laws or regulations in

…er is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers issuing this bill of lading within six months after delivery of the property (or, in case of export traffic, within nine months after delivery at port of export), or, in case of failure to make delivery, then within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed; provided that if such loss, damage, or injury was due to delay or damage while being loaded or unloaded, or damaged in transit by carelessness or negligence, then no notice of claim nor filing of claim shall be required as a condition precedent to recovery. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed: Provided, That in case the claim on which suit is based was made in writing within six months, or nine months in case of export traffic (whether or not filing of such claim is required as a condition precedent to recovery), suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice.

(c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance: Provided, That the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator, may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignor), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder.

Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier: Provided, That the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order notify, the name of the party to be notified, and the time and place of sale, once a week for two successive wee… in a newspaper of general circulation at the place of sale or nearest place where such newsp… is published: Provided, That 30 days shall have elapsed before publication of notice of s… after said notice that the property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported her… refused by consignee or party entitled to receive it, or said consignee … receive it shall fail to receive it promptly, the carrier may, in its disc… deterioration or further deterioration, sell the same to the best advantage at … sale; Provided, That if time serves for notification to the consignor or owner of … the property or the failure to receive it and request for disposition of the … notification shall be given, in such manner as the exercise of due diligence r… the property is sold.

(d) Where the procedure provided for in the two paragraphs la… it is agreed that nothing contained in said paragrap… of the carrier at its option to sell the p… as may be authorized by law.

(e) The proceeds of any sale made under … payment of freight, demurrage, storage, … notice, advertisement, sale, and other … the property, if proper care of … it shall be paid to the … owner …

(f) Pro… …perty destined to or … regularly appointed freight agent shall … vessels or until loaded into cars or vessels … received from or delivered to such stations, … the cars are attached to and after they are … into and after unloaded from vessels …

Sec. 5 No carrier hereunder will c… or for any articles of extraordinary va… or tariffs unless a special agreement … indorsed hereon.

Sec. 6. Every party, whether principa… without previous full written disclosure to … indemnify the carrier against all loss or … be warehoused at owner's risk and expens…

Sec. 7. The owner or consignee shall p… lawful charges accruing on said property; b… be authorized to do so, no carrier by railroad … of the property covered by this bill of ladin… been paid. The consignor shall be liable for … that if the consignor stipulates, by signature … face of this bill of lading, that the carrier sh… such ch… …ry to …

… ate, … all the exem… approved on Febru… 189… etc.," and of other statutes of … limited liability, and to the … therewith or with this section …

(b) No such carr… … the pro… …ding not i… fire happening … resulting … of shafts, … boilers of … of such …

(c) If the owner sh… have … diligence in … the vessel in all respe… seaworthy and properly manned, equipped, and supplied, no … carrier shall be liable for an… loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defect… in hull, machinery, or app…rtenances whether existing prior to, at the time of, or … sailin… or from collision, stran… other accidents of navigation, or from prolongation … And, when for any reason it is necessary, any vessel carrying any or all of … as to … described shall be at liberty to call at any port or ports, in or out of the … as fully as if … to tow and be towed, to transfer, trans-ship, or lighter, to load and discharg… to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck.

(d) General average shall be payable according to York-Antwerp Rules, 1890, and, as to any matter not therein provided for, according t… …y and usage of the … or an… of New York. If the owners shall have exercised due diligence … the vessel in all respects seaworthy and properly manned, equipped and supplied, it is he… that in case of danger, damage or disaster resulting from faults or errors in navig… the management of the vessel, or from any latent or other defects in the vessel … appurtenances, or from unseaworthiness, whether existing at the time o… the beginning of the voyage (provided the latent or other defects or the uns… …t discoverable by the exercise of due diligence), the ship… consignees and/… cargo shall nevertheless pay salvage … special ch… incurred in respe… and shall contribute with the shipo… in general ave… to the payment … losses or expenses of a general aver… nature, … may be made or incurred f… …t or to relieve the adventure from … common …

(e) If the pro… being carried und… that any carrier or carriers party thereto shall be liable for loss fro… as to such carrier or carriers the provisions of this section shall … the tariff provisions, which shall be regarded as incorporated of … of lading.

(f) The … …on sha… construed as including lighterage in or across … formed by or on behalf of rail carriers.

Sec. 10. … …e in this bill of lading which shall be made …thout … …atio… of the carrier issuing this bill of lading, shall be …thout … bill of … be enforceable according to its original tenor.

Form 2043–1-30–5m

No. 3

FREIGHT CONDUCTOR'S WAY-BILL

From Ptolice To Dragoon Train No. 1

Date 9-7 1938 Car Initial U No. 317

Loaded with Coal Weight 49,000

Consignor UPy Consignee UPy

D.H.Co

Two of these way-bills will be filled out for each shipment taken from a non-billing station, or for any shipment loaded at a billing station for which it is discovered regular billing has not been made by the Agent, one to be forwarded to the Auditor by first passenger train, the other to be left with Agent at first billing station.

Beasley Conductor.

Form 2043–1-30–5m

No. 6

FREIGHT CONDUCTOR'S WAY-BILL

From Mendella To Dragoon Train No. Ex

Date 9-6 1938 Car Initial U No. 020-21

Loaded with Water Weight 80,000

Consignor UPy Consignee UPy

D.H.Co.

Two of these way-bills will be filled out for each shipment taken from a non-billing station, or for any shipment loaded at a billing station for which it is discovered regular billing has not been made by the Agent, one to be forwarded to the Auditor by first passenger train, the other to be left with Agent at first billing station.

Beasley Conductor.

Form 2043–9-31–10m

No. 15

FREIGHT CONDUCTOR'S WAY-BILL

From Carbonera To Atoka Train No. 1

Date 8-12 1938 Car Initial UP No. 318

Loaded with Coal Weight 40,000

Consignor UPRy Consignee UPRy

D&N Co

Two of these way-bills will be filled out for each shipment taken from a non-billing station, or for any shipment loaded at a billing station for which it is discovered regular billing has not been made by the Agent, one to be forwarded to the Auditor by first passenger train, the other to be left with Agent at first billing station.

Beasley Conductor

Form 2043–1-30–5m

No. 29

FREIGHT CONDUCTOR'S WAY-BILL

From Carbonera To Atoka Train No. 1

Date 8-22 1938 Car Initial UP No. 313-17-09

Loaded with Coal Weight 120,000

Consignor UPRy Consignee UPRy

D&N Co 58

Two of these way-bills will be filled out for each shipment taken from a non-billing station, or for any shipment loaded at a billing station for which it is discovered regular billing has not been made by the Agent, one to be forwarded to the Auditor by first passenger train, the other to be left with Agent at first billing station.

Beasley Conductor.

Form 2043—12-23—1m

No. .....

FREIGHT CONDUCTOR'S WAY-BILL

From ..... *To* ..... *Train No.* .....

Date ..... *19* ..... *Car Initial* ..... *No.* .....

Loaded with ..... *Weight* .....

Consignor ..... *Consignee* .....

.....

.....

Two of these way-bills will be filled out for each shipment taken from a non-billing station, or for any shipment loaded at a billing station for which it is discovered regular billing has not been made by the Agent, one to be forwarded to the Auditor by first passenger train, the other to be left with Agent at first billing station.

..... *Conductor*

Form 2043—1-30—5m

No. 31

FREIGHT CONDUCTOR'S WAY-BILL

From Wendell To Watson Train No. 1

Date 8-22 1938 Car Initial U No. 020

Loaded with Water Weight 40,000

Consignor UPRy Consignee UPRy

U.P. Co. 59

Two of these way-bills will be filled out for each shipment taken from a non-billing station, or for any shipment loaded at a billing station for which it is discovered regular billing has not been made by the Agent, one to be forwarded to the Auditor by first passenger train, the other to be left with Agent at first billing station.

Bentley Conductor.

Station 190 7

538

UINTAH R ANY,

g Shipmen way-billed from Salt Lake Consignor Articles

W. B.	W. B. No.	Car Init.	Car No.	Description of Articles	Weight	Rate	Freight	Advances	Total
5	1156	U	105	Metal Coaches RR	40 180 lb		3 08		3 08
				Wm. Quetts					
				Totals,					

UP 2106 1/19

Date 190

Form 109

RECEIPT.

Consignee: Western City Office Co. Dragon — Station: Dragon — May 20 190

Destination: ____ Via: ____

Received in good order from THE UINTAH RAILWAY COMPANY,

Pro: ____

The Following Shipments: Way-billed from: Big Park — Consignor: Owner — Articles: ____

Date of W. B.	W. B. No.	Car Init.	Car No.	Description of Articles	Weight	Rate	Freight	Advances	Total
Jan 11	11	Various		228 Dry Wood	71875	10	71 88		
		Wagons		O.R.					
				Totals,					

RECEIPT.

Woodward & McCoy — Dragon — Station: 11/11

Destination: Vernal — Via: ____

Received in good order from THE UINTAH RAILWAY COMPANY,

Following Shipments: Way-billed from: Dachane — Consignor: R Bros — Articles: ____

W. B.	W. B. No.	Car Init.	Car No.	Description of Articles	Weight	Rate	Freight	Advances	Total
5	N147	Rg.	1328	2 Cts Book Cases 900					
				1 " Clock 120					
				1 Plant Stick 70	490	1 65	809		
	165		11	1 Dresser Boxes					
				1 Mirr. " Glass	380	1 10	418		
	11/11			1 Rg. Rocker	180	1 00	180		
							14 07		14 07

to Collect

190

Form 109

FREIGHT BILL.

Consignee Woodward & McCoy Dragon Station Apr 25 1907

Destination Vernal Via

To THE UINTAH RAILWAY COMPANY, Dr.

Pro. 458

For Freight Charges: Way-billed from Salt Lake Consignor St Pat. Hdw Articles

Date of W. B.	W. B. No.	Car Init.	Car No.	Description of Articles	Weight	Rate	Freight	Advances	Total
4/11	2038		203	(6) bbl Refrigerators	975	100	9 75		9 75
				3 by Woods & Nuttall					
				3					

Received Payment Totals, 9 75

Agent. Date 190

USE THIS FORM ONLY WHEN SHIPMENTS ARE MADE BY ONE CONSIGNOR TO ONE CONSIGNEE

FREIG

Consignee Woodward & McCoy

Destination Vernal Via

To THE UINTAH RAILW

For Freight Charges: Way-billed from Salt Lake Consigr

Date of W B	W B No	Car Init	Car No.	Description of Articles
3/17	2069		201	(8) Bbl 48 Ja Beans

Received Payment

USE